

1 Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their
2 attorney of record, IDONALD WEISSMAN, ESQ. of Wasserman, Comden, Casselman &
3 Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of
4 record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

5
6 Proof having been made to the satisfaction of the court that the petition should be
7 granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated
8 December 24, 2003, is confirmed in all respects and that judgment be entered in conformity
9 therewith.

10
11 DATED: March 26, 2004 By: David A. Workman
12 Judge of the Superior Court
DAVID A. WORKMAN

13
14 JUDGMENT

15
16 The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this
17 court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP.,
18 recover from respondent KEVIN GILLIAM aka BATTLECAT the sum of \$760,000.00, together
19 with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of
20 this proceeding in the sum of \$ _____.

21
22 DATED: March 26, 2004 By: David A. Workman
23 Judge of the Superior Court
DAVID A. WORKMAN

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193

Counsel for Kevin Gilliam, p/k/a
Battlecat

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

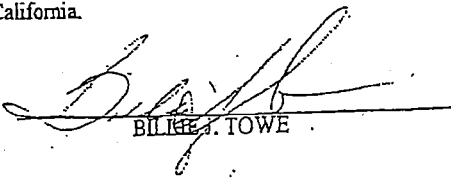
☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 9, 2004, at Tarzana, California.


BLAKE J. TOWE

00118

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 23 of 56

EXHIBIT C

00119

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 24 of 56

1 DAVID B. CASSELMAN (SBN 81657)
2 IDONALD WEISSMAN (SBN 67980)
3 HOWARD S. BLUM (SBN 60609)
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON
5 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
6 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
7 Facsimile: (818) 705-8147

8 Attorneys for Plaintiffs
9 LYDIA HARRIS and NEW IMAGE MEDIA
10 CORPORATION

INFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk

By R. Arana Deputy
R. Arana

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 LYDIA HARRIS, LIFESTYLE
14 RECORDS, INC., AND NEW IMAGE
15 MEDIA CORP.,

16 Plaintiffs,

17 v.

18 KEVIN GILLIAM AKA BATTLECAT;
19 MARION H. KNIGHT AKA SUGE
20 KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
21 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
22 KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
23 KENNER TRUST; INTERSCOPE
24 RECORDS; JIMMY IOVINE; JOHN T.
25 MCCLAIN, JR.; A&M RECORDS; ET
26 AL.,

27 Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

28 TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;
JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW
RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &
Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

402923.1

NOTICE OF ATTORNEY LIEN

00120

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 25 of 56

(40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00 per day. Said percentage is to be applied after priority payment to the Firm of costs expended in the sum of \$213,890.27.

PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman & Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums transferred.

PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the content and existence of this lien.

DATED: May 18, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 

DAVID B. CASSELMAN
Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5557 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

PROOF OF SERVICE
Lydia Harris v. Kevin Gilliam, et al
(LASC Case No. BC 268857)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On May 19, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

SEE ATTACHED LIST

☒ BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope addressed as above, and placing the envelope in the following ordinary business practices. I am readily able to practice of collection and processing of correspondence, pleadings and other matters for mailing with the United States Postal Service. Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than 10 days after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT: I delivered the above-referenced document(s) to the above address(es).

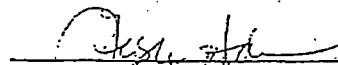
☐ BY FAX: I delivered a copy of the foregoing document(s) this date via telecopiers to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

May 19, 2005, at Tarzana, California.


Leslie Adler.

SERVICE LIST

Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC226857)

Lydia Harris
3910 Daphne Street
Houston, TX 77021

New Image Media Corp.
c/o Lydia Harris
3910 Daphne Street
Houston, TX 77021

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel: (310) 557-2900
Fax: (310) 557-2193
Counsel for Kevin Gilliam, p/k/a Battlecat

Alan S. Gutman, Esq.
LAW OFFICES OF ALAN S. GUTMAN
9401 Wilshire Boulevard, Suite 575
Beverly Hills, California 90212-2918
Tel: (310) 385-0700
Fax: (310) 385-0710
*Counsel for Sony Music Entertainment, Inc.,
Relativity Entertainment, Inc. fka Relativity
Records, Inc., Loud Records, LLC and
Loud Records, Inc.*

Bart H. Williams, Esq.
Megan M. LaBelle, Esq.
MUNGER, TOLLES & OLSON, L.L.P.
355 South Grand Avenue, 35th Floor
Los Angeles, California 90071-1560
Tel: (213) 683-9295
Fax: (213) 687-3702
*Counsel for Interscope Records, Jimmy Iovine,
John A. McClain, III, Aftermath Records and
Andre Young*

Joseph Golden, Esq.
Law Offices of Joseph Golden
10100 Santa Monica Boulevard, Suite 800
Los Angeles, CA 90067-4100
Tel: (310) 772-2260
Fax: (310) 772-2299
*Counsel for TVT Records LLC and TVT Music,
Inc.*

Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
JEFFER, MANGELS, BUTLER &
MARMARO LLP
1900 Avenue of the Stars, Seventh Floor
Los Angeles, CA 90067-4308
Tel: (310) 203-8080
Fax: (310) 203-0567
*Counsel for Marion H. Knight aka Suge Knight;
Death Row Records; Tha Row Records*

George L. Mallory, Jr., Esq.
MALLORY & ASSOCIATES
1925 Century Park East, Suite 2000
Los Angeles, CA 90067-2701
Tel: (310) 788-5555
Fax: (310) 788-5570
Counsel for Hollywood Records, Inc.

Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Marion H. Knight
aka Suge Knight
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Tha Row
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Suge Publishing
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Joseph A. Davis, Esq.
DAVIS AND WINSTON
9911 West Pico Boulevard
Suite 1400
Los Angeles, CA 900035
Tel: (310) 277-4662
Counsel for Bad Boy Entertainment, Inc.

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 28 of 56

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
8567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 Peter J. Anderson, Esq.
2 LAW OFFICES OF PETER J. ANDERSON
3 100 Wilshire Boulevard, Suite #2010
4 Santa Monica, California 90401
5 Tel: (310) 260-6030
6 Fax: (310) 260-6040
7 Counsel for Zomba Recording Corp.

8 Daniel J. Aaron, Esq.
9 DANIEL J. AARON, P.C.
10 11 Madison Avenue, 12th Floor
11 New York, New York 10010
12 Tel: (212) 684-4466
13 Fax: (212) 684-5566
14 Co-Counsel for Koch Entertainment
15 Distribution

16 Dermot Damian Givens, Esq.
17 433 North Camden Drive, #600
18 Beverly Hills, CA 90210

James H. Turken, Esq.
Sharon A. Urias, Esq.
THELEN, REID & PRIEST LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Tel: (213) 576-8000
Fax: (213) 576-8080
Counsel for Priority Records, LLC

Eve H. Wagner, Esq.
SAUER & WAGNER LLP
1801 Century Park East, Suite 520
Los Angeles, California 90067
Tel: (310) 712-8100
Fax: (310) 712-8108
Co-Counsel for Koch Entertainment
Distribution

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 29 of 56

EXHIBIT D

00125

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 30 of 56

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 DAVID B. CASSELMAN (Bar No. 81657)
2 I. DONALD WEISSMAN (Bar No. 67980)
3 HOWARD S. BLUM (Bar No. 60603)
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 345-0162
6 Former Attorneys for Plaintiffs LYDIA
7 HARRIS and NEW IMAGE MEDIA
CORPORATION

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 LYDIA HARRIS, LIFESTYLE
13 RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

14 Plaintiffs,

15 vs.

16 KEVIN GILLIAM AKA BATTLECAT;
17 MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
18 THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
19 LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
20 CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
21 MCCLAIN, JR.; A&M RECORDS; ET
AL.,

22 Defendants.
23
24

CASE NO. BC268857

NOTICE OF ATTORNEY LIEN

Assigned to the Honorable Ronald M.
Sohigian (Dept. 41)

[Complaint Filed: February 26, 2002]

25 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR
26 COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED
27 PARTIES:
28

726281.1

NOTICE OF ATTORNEY LIEN

-00126

1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon
6 at the rate of ten percent (10%) per year from February 5, 2004.

7
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the
12 sums transferred.

13
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of
16 the content and existence of this lien.

17
18 DATED: September 9, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON, L.L.P.
DAVID B. CASSELMAN
DONALD WEISSMAN
HOWARD S. BLUM

19
20
21
22 By: 

HOWARD S. BLUM
Former Attorneys for Plaintiffs LYDIA HARRIS
and NEW IMAGE MEDIA CORPORATION

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 32 of 56

SERVICE LIST
HARRIS V. KNIGHT, MARIN 'SUGE'
BC268857

- 1
- 2
- 3 Neil C. Erickson, Esq. Attorneys for Marion H. Knight aka Suge
- 4 Katherine J. Kuneberger, Esq. Knight, Death Row Records, Tha Row
- 5 JEFFER, MANGELS, BUTLER & Records
- 6 MARMARO LLP
- 7 1900 Avenue of the Stars
- 8 Seventh Floor
- 9 Los Angeles, CA 90067-4308
- 10 Telephone: (310) 203-8080
- 11 Facsimile: (310) 203-0567
- 12 Dermot Damian Givens, Esq. Attorneys for Marion H. Knight aka Suge
- 13 433 North Camden Drive Knight, Death Row Records, Tha Row
- 14 Suite 600 Records
- 15 Beverly Hills, CA 90210
- 16 Hayes F. Michel, Esq. Attorneys for KEVIN GILLIAM aka
- 17 PROSKAUER ROSE LLP BATTLECAT
- 18 2049 Century Park East
- 19 Suite 3200
- 20 Los Angeles, CA 90067-3206
- 21 Telephone: (310) 557-2900
- 22 Facsimile: (310) 557-2193
- 23
- 24
- 25
- 26
- 27
- 28

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.
8867 REBEKA, BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91357-7033

726281.1

NOTICE OF ATTORNEY LIEN

00128

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 33 of 56

EXHIBIT E 00129

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 34 of 56

CM-200	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	
Lydia Harris 3910 Daphne Houston, TX 77021 FAX NO. (Optional) E-MAIL ADDRESS (Optional): (281) 330-4453 ATTORNEY FOR (Name):	
FOR COURT USE ONLY	
FILED LOS ANGELES SUPERIOR COURT JUN 17 2005 JOHN A. CLARKE, CLERK BY ELIZABETH MARTINEZ, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: LA, CA 90011 CITY AND ZIP CODE: Central District BRANCH NAME:	
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Mission 'Sage' Knight & Death Row, Inc. Reynolds	
NOTICE OF SETTLEMENT	
CASE NUMBER: BC 268 857 JUDGE: Ronald M. Schirmer DEPT: 41	

NOTICE TO PLAINTIFF

If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

- This case has been settled. The settlement is:
 - ☐ Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - ☒ Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
- Date initial pleading filed: February 26, 2002
- Next scheduled hearing or conference:
 - Purpose:
 - Date: Time:
- Trial date:
 - ☒ No trial date set.
 - ☐ Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 18, 2005

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☒ PARTY WITHOUT ATTORNEY)

Lydia Harris
(SIGNATURE)

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 35 of 56

EXHIBIT F

00131

WASSERMAN, COMDEN & CASSELMAN L.L.P.
3367 Reseda Boulevard, Suite 330
P.O. Office Box 7033
Tarzana, California 91357-7033
(818) 705-6800 (323) 873-0795
Fax (818) 996-4266

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Lydia Harris and New Image Entertainment, Inc. and Lifestyle Records, Inc. hereinafter referred to as "Client," and Wasserman, Comden & Caselman L.L.P., hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representation regarding matters concerning Battlecat, including, but not limited to breach of contract, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuit;
- settlement procedures and negotiations;
- prosecution of claim by arbitration or legal action until award or judgment is obtained; and
- if judgment is obtained in Client's favor, opposing a motion for new trial by opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, fee arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claims.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery.

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (The list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at \$10/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at \$0.05/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 37 of 56

If the case is settled before a lawsuit is filed, the amount equal to for: cent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) Costs and Expenses as Affecting Contingency Fee: Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) Form of Recovery as Affecting Contingency Fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$100/year over 10 years, its present value may be approximately \$380, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) Sanctions Awards not Part of Recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account where received by Attorney.

7. Effect of Discharge by Client: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. Attorney's Lien: To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. Insurance: Wasserstein, Comden & Casselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. Arbitration of Disputes: If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

MSR
(CLIENT'S INITIALS)

MSR
(WCA)

11. Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Reseda Blvd., Suite 330, Tarzana, CA 91357 (place) on January 15, 2002.

ATTORNEY:

CLIENT:

WASSERSTEIN, COMDEN, CASSELMAN & PEARSON L.L.P.

LYDIA HARRIS

BY: Martin S. Rudo
MARTIN S. RUDDY

Lydia Harris
2010 W. Avenue K, Suite 624
Laurelmead, CA 95354

5567 Reseda Boulevard, Suite 330
Tarzana, California 91357

Telephone: (Cell) 310-594-2704

(818) 705-6808

Facsimile: 323-291-3317

Facsimile: (818) 345-0162

1-2

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 38 of 56

FIRM: HAIGHT, BROWN AND BOE TEL
6080 CENTER DRIVE, SUITE 800
LOS ANGELES, CA 90045
DATE: April 4, 2006
COURT/ LASC
BRANCH: Central
CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v. Harris
PHONE #: (310) 215-7100
FAX #: (310) 215-7300
DOCUMENTS: First Amended Complaint
ATTENTION OF: S. Caib/T. Welsch
EXT: 7739
ATTY FILE #: WC11-0087

CH7429065

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

(213) 628-6338
1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017
Janney & Janney
attorney service, inc.

MADE IN U.S.A.

PLEASE TEAR PERFS OFF THIS SIDE ONLY

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☒ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☐ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$



DO TODAY

APPEARANCE FEES PAID: ☐ YES ☐ NO

IF YES, DATE PAID: _____

STATUTE-DATE: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT: _____

☐ ASSIGNMENT COMPLETED BY _____ INITIALS _____

☐ REJECTED

☐ ATTY. CALLED _____ DATE _____ SPOKE WITH _____

☐ BILLING TO FOLLOW

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20
ATTORNEY'S FILE COPY

00134

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 39 of 56

FIRM: HAYT. BROWN AND CO. STEEL
3080 CENTER DRIVE, SUITE 800
LOS ANGELES, CA 90045
DATE: April 4, 2006
COURT: LASC
BRANCH: Central
CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10
CASE: Wasserman v Harris
PHONE #: (310) 215-7100
FAX #: (310) 215-7300
DOCUMENTS: First Amended Complaint
ATTENTION OF: S. Caine/T. Welsch
EXT: 7739
ATTY FILE #: WC11-0007

CH7429064

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

Janney & Janney
attorney service, inc.
(213) 628-6338
1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

PLEASE TEAR PERFS OFF ONLY SIDE ON THIS COPY

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☐ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☒ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$

Deliver the attached documents to the
Clerk in Dept. 41 as a courtesy copy
of documents being filed today.

SERVE
PER ATTACHED
SERVICE INSTRUCTIONS

DO TODAY

APPEARANCE FEES PAID: ☐ YES ☐ NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT:

☐ ASSIGNMENT COMPLETED BY _____ INITIALS _____

☐ REJECTED

☐ ATTY. CALLED _____ DATE _____

SPOKE
WITH _____

☐ BILLING
TO FOLLOW

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

ATTORNEY'S FILE COPY

00135

 **Store your addresses at fedex.com**
Simplify your shipping. Manage your account. Access all the tools you need.

COLL AND REMAIN IN ITS CUP BEFORE AFFIXING TO THE PACKAGE. NO PRODEM NEEDED

 Ship and track packages at fedex.com
 ShipIt.com ShipIt Manage your account. Access all the tools you need.

FD-35

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
 Next business day¹ delivery.
 Shipments will be delivered on Monday
 unless SATURDAY Delivery is selected.

☒ FedEx Standard Overnight
 Next business afternoon².
 Saturday Delivery NOT available.

Packages up to 150 lbs.

☐ FedEx First Overnight
 Next business morning.
 Next business day delivery.
 Saturday Delivery NOT available.

☐ FedEx 2Day
 Second business day¹ Thursday.
 Shipments will be delivered on Monday
 unless SATURDAY Delivery is selected.
 FedEx Envelopes may be available. Minimum charge: 200-piece case.

☐ FedEx Express Saver
 Third business day² delivery.
 Saturday Delivery NOT available.

¹ To most locations.

4b Express Freight Service

☐ FedEx 1Day Freight¹
 Next business day¹ delivery.
 Shipments will be delivered on Monday
 unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight
 Second business day² Thursday.
 Shipments will be delivered on Monday
 unless SATURDAY Delivery is selected.

Packages over 150 lbs.

☐ FedEx 3Day Freight
 Third business day² delivery.
 Saturday Delivery NOT available.

¹ Call for Confirmation.

² To most locations.

5 Packaging

☐ FedEx
 Envelope¹

☒ FedEx Pak²
 Includes FedEx Small Pak,
 FedEx Large Pak, and FedEx Shrink Pak.

☐ FedEx
 Box

☐ FedEx
 Tube

☐ Other
 Tube

¹ Declared value limit \$500.

6 Special Handling

SATURDAY Delivery

☐ NOT Available for
 FedEx First Overnight, FedEx Express
 Saver, or FedEx 2Day Freight.
 Declared value limit: available dangerous goods?

☐ HOLD Workday
 at FedEx Location
 NOT Available for
 FedEx First Overnight.

☐ HOLD Saturday
 at FedEx Location
 Available ONLY for
 FedEx Priority Overnight and
 FedEx 2Day to select locations.

One box must be checked.

☒ No Yes
 Are you prepared to
 accept a Declaration?

☐ Yes
 Shipment's Declaration
 not required.

☐ Dry Ice
 Dry Ice/LIQUID HAZ.

☐ Cargo Aircraft Only

Dangerous goods including dry ice must be shipped in FedEx packaging.

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

☒ Sender
 Acct. No. in Section 1

☐ Recipient

☐ Third Party

☐ Credit Card

☐ Cash/Check

FedEx Acct. No.
 Credit Card No.

Exp.
 Date

Total Packages

Total Weight

Total Declared Value¹

\$

.00

¹ Only liability by Insured in 2500 unless you declare a higher value. See back for details. By making this claim you agree to the service conditions on the back of this label and to the contract FedEx Service Order. Including terms that limit our liability.

FedEx Use Only

8 NEW Delivery Method Signature Options

If you require a signature, at each Direct or Indirect.

☐ No Signature
 Required
 Packages may be left
 without obtaining a
 signature for delivery.

☐ Direct Signature
 Signature at recipient's
 address may sign for
 delivery free of charge.

☐ Indirect Signature
 Signature not available at
 recipient's address, unless
 a neighboring address may
 sign for delivery to recipient.

517

NO POSTAGE NEEDED. RETURN TO POST OFFICE BOX 999, PITTSBURGH, PA 15250-0999.

00137

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 42 of 56

fedEx **US Airbill**
Express

FedEx Tracking Number **8569 4066 0483**

FROM Please print and press hard.

Date **3/31/06** Sender's FedEx Account Number **0904-1712-9**

Sender's Name **Stephen M. Caine** Phone **(310) 215-7801**

Company **HAIGHT BROWN BONESTEEL**

Address **6080 CENTER DR STE 800**

City **LOS ANGELES** State **CA** ZIP **90045**

Your Internal Billing Reference **WC11-0007 GPT10NPL**

To Recipient's Name **Laurence D. Strick** Phone **(323) 964-5231**

Company **Law Office of Laurence D. Strick**

Recipient's Address **339 N. Sycamore Ave., #2**

Address

City **Los Angeles** State **CA** ZIP **90036**

0332443625



Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight ☒ FedEx Standard Overnight ☐ FedEx First Overnight

☐ FedEx 2Day ☐ FedEx Express Saver ☐ FedEx 30day Freight

4b Express Freight Service

☐ FedEx 1day Freight ☐ FedEx 2day Freight ☐ FedEx 30day Freight

5 Packaging

☐ FedEx Envelope ☒ FedEx Pak ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling

☐ SATURDAY Delivery ☐ HOLD at FedEx Location ☐ HOLD Saturday at FedEx Location

7 Payment

☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

8 NEW Residential Delivery Signature Options

☐ No Signature Required ☐ Direct Signature ☐ Indirect Signature

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO FURTHER NEEDED.

00138

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 43 of 56

fedEx. US Airbill
Express

FedEx Tracking Number: 8569 4066 0472

FROM Please print and print here
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 900

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007

To Recipient's Name Steven M. Goldber Phone (310) 979-8274

Company Russ August & Kabat

Recipient's Address 12424 Wilshire Blvd., Ste. 12th FL

Address

City Los Angeles State CA ZIP 90025

0332443625



Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning. FedEx shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.

☐ FedEx 2Day
Second business day. Deliveries will be delivered on Monday unless SATURDAY Delivery is selected. FedEx envelope and box available. Additional charges: One-pound rate.

☐ FedEx Express Saver
Third business day. Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight
Next business day. Deliveries will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight
Second business day. Deliveries will be delivered on Monday unless SATURDAY Delivery is selected.

5 Packaging

☐ FedEx Envelope
☒ FedEx Pak
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, and FedEx 2Day Freight. Does this shipment contain dangerous goods?

☒ No
☐ Yes. If yes, please check appropriate boxes below.

☐ HAZARDOUS
Includes FedEx address label in Social 2.

☐ HOLD at FedEx Location
NOT Available for FedEx First Overnight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day unless indicated.

☐ Dry Ice
Dry Ice, 6.0K max. by weight. Cargo Aircraft Only.

7 Payment Bill to: Sender, Recipient, Third Party, Credit Card, Cash/Check

8 NEW Residential Delivery Signature Options

☐ No Signature Required
FedEx will deliver your package without a signature.

☐ Direct Signature
Anytime at recipient's address any day for delivery. Fee applies.

☐ Indirect Signature
If no one is available at recipient's address, anyone at a nearby address may sign for delivery. Fee applies.

519

Rate Type 1 (US) - P (US) 154275-0104-1005 FedEx-PROFIT IN U.S.A.-06

00139

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 44 of 56

FedEx US Airbill
Express

From Please print and print hard
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9
Sender's Name Stephen M. Caine Phone (310) 215-7801
Company HAIGHT BROWN BONESTEEL
Address 6080 CENTER DR STE 800
City LOS ANGELES State CA ZIP 90045
Your Internal Billing Reference WC11-0007
To Recipient's Name Larry Nagelberg Phone (310) 208-3220
Company Nagelberg & Associates
Address The Tower, Suite 2150
Address 10940 Wilshire Blvd.
City Los Angeles State CA ZIP 90024
0332443625

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning.
Shipments will be delivered on Monday before SATURDAY Delivery is indicated.
Saturday Delivery NOT available.

☒ FedEx Standard Overnight
Next business afternoon.
Saturday Delivery NOT available.

☐ FedEx 2Day
Second business day.
Shipments will be delivered on Monday before SATURDAY Delivery is indicated.
FedEx Envelopes not available. Minimum charge: One pound rate.

☐ FedEx Express Saver
Third business day.
Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 10Day Freight
Next business day.
Shipments will be delivered on Monday before SATURDAY Delivery is indicated.

☐ FedEx 2Day Freight
Second business day.
Shipments will be delivered on Monday before SATURDAY Delivery is indicated.

5 Packaging

☐ FedEx Envelope
☒ FedEx Pak
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for:
FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day Freight.
Does this shipment contain dangerous goods?
No ☒ Yes ☐
If yes, attach Shipper's Declaration.
Dangerous goods including dry ice cannot be shipped in FedEx packaging.

☐ HOLD Weekday at FedEx Location
NOT Available for FedEx Priority Overnight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day in select locations.

☐ Dry Ice
Dry Ice, 9, UN 1845
☐ Cargo Aircraft Only

7 Payment Bill to:
☒ Sender
Account No. in Section 1 will be billed.
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

FedEx Asset No. _____
Credit Card No. _____

Total Packages _____ Total Weight _____ Total Declared Value \$ _____
FedEx Use Only

8 NEW Residential Delivery Signature Options If you require a signature, check boxes as indicated.

☐ No Signature Required
Postage only fee for delivery fee required.

☐ Direct Signature
Requires a recipient's address and signature for delivery fee required.

☐ Indirect Signature
If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

519

Form 3800 1-USA-Post 4 10279-01-000-0000 FedEx-PRINTED IN U.S.A. 400

00140

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc Exhibit Page 45 of 56

FedEx. US Airbill
Express

From: Please print and print here
Date: 3/31/06 Sender's FedEx Account Number: 0904-1912-9
Sender's Name: Stephen M. Caine Phone: (310) 215-7801
Company: HAIGHT BROWN BONESTEEL
Address: 6080 CENTER DR STE 800
City: LOS ANGELES State: CA ZIP: 90045
Internal Billing Reference: WC11-0007
Recipient's Name: Rex Julian Beaber Phone: 1 557-1198
Address: 1546 Calmar Court
City: Los Angeles State: CA ZIP: 90024

0332443625

Sender's Copy

4a Express Package Service
☐ FedEx Priority Overnight
☒ FedEx Standard Overnight
☐ FedEx 2Day
☐ FedEx Express Saver
☐ FedEx 1Day Freight
☐ FedEx 2Day Freight
☐ FedEx Envelope
☒ FedEx Pak
☐ FedEx Box
☐ FedEx Tube
☐ Other

4b Express Freight Service
☐ FedEx 1Day Freight
☐ FedEx 2Day Freight
☐ FedEx 3Day Freight

5 Packaging
☐ FedEx Envelope
☒ FedEx Pak
☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling
☐ SATURDAY Delivery
☐ HOLD Weekday at FedEx Location
☐ HOLD Saturday at FedEx Location
☐ Dry Ice
☐ Cargo Aircraft Only

7 Payment
☒ Sender
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

8 NEW Residential Delivery Signature Options
☐ No Signature Required
☐ Direct Signature
☐ Indirect Signature

519

PLEASE RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

00141

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 46 of 56

1	MAILING LIST	
2	WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS	
3	BC 340196	
4	Rex Julian Beaber	Gary S. Soter
5	1546 Calmar Court	Pearson, Soter, Warshaw & Penny
6	Los Angeles, CA 90024	15165 Ventura Blvd., #400
7	Tel: 557-1198	Sherman Oaks, CA 91403
8	Fax:	Tel: 818-788-8300
9	Xerxers@aol.com	Fax: 818-788-8104
10		MAIL
11	David B. Casselman	Dermot Damian Givens
12	Wasserman Comden, Casselman & Pearson	433 North Camden Dr., #600
13	5567 Reseda Blvd., #330	Beverly Hills, CA 90210
14	Tarzana, CA 91357	Tel: 310-854-8823
15	Tel: 818-705-6800	Fax: 323-878-0416
16	Fax: 818-705-8634	FX
17	hblum@wccclaw.com	
18	Kevin Gilliam	Debra V. Crawford
19	1502 South Alpine Dr.	P.O. Box 373, SW Mission & 4 th , #5
20	West Covina, CA 91791	Carmel, CA 93921-0373
21	[Pro Per]	Tel: 831-624-2422
22		Fax: 831-624-2428
23		ddvcrawford@earthlink.net
24	Steven M. Goldberg	Laurence D. Strick
25	Russ, August & Kabat	Law Office of Laurence D. Strick
26	12424 Wilshire Blvd., 12 th Floor	339 N. Sycamore Ave., # 2
27	Los Angeles, CA 90025	Los Angeles, CA 90036
28	Tel: 310-979-8274	Tel: (323) 964-5231
29	Fax: 310-826-6991	Fax: (323) 964-8135
30	sgoldberg@raklaw.com	larrystrick@yahoo.com
31	Larry Nagelberg	
32	Nagelberg & Associates	
33	The Tower, Suite 2150	
34	10940 Wilshire Blvd.	
35	Los Angeles, CA 90024	
36	Tel: (310) 208-3220	
37	Fax: (310) 208-3830	
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

LAW OFFICES
HAGHT, BROWN &
BONESTEE, L.L.P.
Los Angeles

WC11-0000007
3123444,1

22
FIRST AMENDED COMPLAINT

00142

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 47 of 56

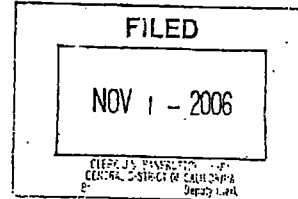
EXHIBIT 5

00143

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 48 of 56

Part 1 of 6

HILL, FARRER & BURRILL LLP
Daniel J. McCarthy (Bar No. 101081)
One California Plaza, 37th Floor
300 South Grand Avenue
Los Angeles, CA 90071-3147
Telephone: (213) 620-0460
Fax: (213) 624-4840



Attorneys for Debtor in Possession and Plaintiff
MARION KNIGHT, JR., and Proposed Special
Counsel for Plaintiff R. TODD NEILSON, CHAPTER
11 TRUSTEE FOR DEATH ROW RECORDS, INC.

UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:
MARION KNIGHT, JR.,

Debtor.

CASE NO. LA-06-11187 EC

Chapter 11

ADV. NO. LA-06-01660-EC

FIRST AMENDED COMPLAINT FOR:

MARION KNIGHT, JR., and R. TODD
NEILSON, CHAPTER 11 TRUSTEE FOR
DEATH ROW RECORDS, INC.,

Plaintiffs,

vs.

LYDIA HARRIS and MICHAEL RAY
HARRIS,

Defendants.

1. INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONSHIP;
2. AVOIDANCE OF PREFERENTIAL
TRANSFERS UNDER 11 U.S.C. § 547;
3. AVOIDANCE OF FRAUDULENT
TRANSFERS UNDER 11 U.S.C. § 548;
4. AVOIDANCE OF FRAUDULENT
TRANSFERS UNDER 11 U.S.C. § 542 AND
CIVIL CODE § 3439.05;
5. RECOVERY OF PROPERTY UNDER 11
U.S.C. § 551;
6. OBJECTION TO CLAIMS UNDER 11
U.S.C. § 502(a) AND (d);
7. SUBORDINATION OF CLAIMS UNDER
11 U.S.C. § 510(c);
8. SUBORDINATION OF CLAIMS
UNDER 11 U.S.C. § 510(b)

[Filed With Permission From Court]

DATE: February 27, 2007

TIME: 2:30 p.m.

PLACE: Courtroom 1639

A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA, 37TH FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

00144

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 49 of 56

COMES NOW, MARION KNIGHT, JR., and R. TODD NEILSON, Chapter 11 Trustee
for DEATH ROW RECORDS, INC. (sometimes collectively referred to herein as "plaintiffs"),
and they complain of defendants, and each of them, as follows:

General Allegations

Jurisdiction and Venue

1. This Court has jurisdiction over the claims alleged in this Complaint under 28
U.S.C. §1334.

2. Venue of the claims alleged in this Complaint is proper before this Court under 28
U.S.C. §1409 in that the claims alleged herein give rise to a proceeding arising under Title 11 of
the United States Code or are claims arising in or related to this Chapter 11 case under Title 11 of
the United States Code.

3. The claims alleged herein present a core proceeding within the meaning of 28
U.S.C. §157(b)(2)(A), (B), (C), (E), (F), (H), and/or (O).

4. At hearing on October 18, 2006, the United States Bankruptcy Court for the
Central District of California, Los Angeles Division (the "Bankruptcy Court") granted the motion
of Lydia Harris, as joined by Michael Ray Harris, to the extent that it requested that the
Bankruptcy Court abstain from hearing the first six claims for relief in the original Complaint that
commenced the above-captioned adversary proceeding. As such, those claims are not re-alleged
in this First Amended Complaint, which now is limited to the seventh through fourteenth claims
alleged in the original Complaint, which have been renumbered as the first through eighth claims,
and which have been amended, as permitted by the Bankruptcy Court. The facts underlying the
first through sixth claims alleged in the original Complaint, however, bear upon the remaining
claims on which the Court did not abstain, so those facts are re-alleged in this First Amended
Complaint.

The Parties

5. Marion Knight, Jr. ("Mr. Knight"), who also is known as Suge Knight and Marion
Hugh Knight, is an individual and resident of the County of Los Angeles, State of California. On
April 4, 2006, he filed a voluntary Chapter 11 petition for relief commencing Case No. LA-06-

A LIMITED LIABILITY PARTNERSHIP
FORMERLY KNOWN AS
ONE CALIFORNIA PLAZA, 15TH FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 50 of 56

1 11137 EC in the Bankruptcy Court.

2 6. Death Row Records, Inc. ("Death Row Records") is now and at all times
3 mentioned herein has been a corporation organized and existing under the laws of the State of
4 California, with its principal place of business in the County of Los Angeles, California. On
5 April 4, 2006, Death Row Records also filed a voluntary Chapter 11 petition for relief
6 commencing Case No. LA-06-111205 EC in the Bankruptcy Court.

7 7. By Order entered on July 11, 2006, the Bankruptcy Court granted the motion of
8 the Office of the United States Trustee to appoint a Chapter 11 trustee for the estate of Death Row
9 Records. The Office of the United States Trustee subsequently appointed R. Todd Neilson as the
10 Chapter 11 Trustee for the estate of Death Row Records, and the Bankruptcy Court approved that
11 appointment by order entered on July 19, 2006. Mr. Neilson continues to act in the capacity as
12 the Chapter 11 Trustee for the estate of Death Row Records. As such, he has substituted in as the
13 real party in interest for Death Row Records in the above-captioned adversary proceeding. All
14 allegations in this First Amended Complaint by Mr. Neilson on made based upon information and
15 belief.

16 8. Plaintiffs are informed and believe and based thereon alleged that Lydia Harris is
17 now an individual and resident of the State of Texas, though she previously was a resident of the
18 State of California at certain times relevant to this Complaint.

19 9. Plaintiffs are informed and believe and based thereon alleged that Michael Ray
20 Harris is now and at all times mentioned herein has been an individual and resident of the State of
21 California, and that he presently is incarcerated in San Quentin State Prison in San Quentin,
22 California.

23 10. Plaintiffs are informed and believe and based thereon alleged that Lydia Harris and
24 Michael Ray Harris were married to each other at all times mentioned herein until December 23,
25 2005, when their marriage was dissolved by Judgment of the Superior Court of the State of
26 California for the County of Monterey under which the proceeds of the below-described State
27 Court action were determined to be the community property of Lydia Harris and Michael Ray
28 Harris.

A LIME/ED LIAISON PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA, 37TH FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 51 of 56

The Underlying State Court Action

11. Plaintiffs are informed and believe and based thereon alleged that on or about February 26, 2002, Lydia Harris filed a Complaint in the Los Angeles County Superior Court, Central District, commencing Case No. BC 268857 against Mr. Knight, Death Row Records, and others (the "State Court action"). A true and correct copy of that Complaint is attached hereto as **Exhibit A**.

12. Plaintiffs are informed and believe and based thereon alleged that on or about March 9, 2005, the Court in the State Court action entered a default judgment against Mr. Knight and Death Row Records, a true and correct copy of which is attached hereto as **Exhibit B** (the "Default Judgment").

The 2005 "Valid Settlement Agreement"

13. During the time period March through June 2005, Mr. Knight and Death Row Records were financially unable to make any payment to Lydia Harris on the Default Judgment. Further, during that same time period, based upon existing tax and judgment liens that were prior to any judgment lien that Lydia Harris had or could have obtained, Lydia Harris had little or no possibility of collecting from Mr. Knight or Death Row Records on any portion of the Default Judgment. Mr. Knight verbally communicated these facts directly to Lydia Harris during the approximate period March through May 2005, and plaintiffs are informed and believe and based therein allege that counsel of record for Mr. Knight and Death Row Records in the State Court action, who was Dermot Givens, also verbally communicated these facts during the same period to Lydia Harris through her counsel and that he later verbally communicated these facts directly to Lydia Harris when she was not represented by counsel in the State Court action.

14. In late May 2005, Mr. Knight paid Lydia Harris the sum of \$1,000,000.00 based upon the belief that Mr. Knight and Death Row Records had entered into a written settlement agreement with Lydia Harris under which she was releasing them from any and all liability under the Default Judgment. This sum of money was advanced to Mr. Knight by Interscope Records, Inc., and it was paid to Ms. Harris in the form of a cashier's check for \$10,000.00 that was paid to Ms. Harris on approximately May 20, 2005, and a cashier's check for \$990,000.00 that was paid

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 52 of 56

1 to Ms. Harris on approximately May 27, 2005. Attached hereto as Exhibit C is a true and correct
2 copy of the cashier's check for \$990,000.00.

3 15. Attached hereto as Exhibit D is a true and correct copy of the written settlement
4 agreement (the "Valid Settlement Agreement") that Mr. Knight is informed and believes that both
5 he and Lydia Harris signed in approximately late April 2005 at a time prior to the payment of
6 \$1,000,000.00 by Mr. Knight to Lydia Harris. As confirmation of that Valid Settlement
7 Agreement, Lydia Harris executed a Notice of Settlement dated as of May 18, 2005, a true and
8 correct copy of which is attached hereto as Exhibit E. The Notice of Settlement was filed with
9 the Court in the State Court action on June 17, 2005, by Dermot Givens, who was counsel of
10 record for Mr. Knight and Death Row Records at the time, though the filing of that Notice was
11 delayed by Mr. Givens at the request of Ms. Harris.

12 **The Parties' Contentions Regarding Alleged Settlement Agreements**

13 **And The Default Judgment**

14 16. Plaintiffs are informed and believe and based thereon allege that defendant
15 Michael Ray Harris was permitted to intervene in the State Court action in January 2006; that he
16 asserts that he is entitled to an interest in the Default Judgment under the community property
17 laws of the State of California; and that Lydia Harris agrees that Michael Ray Harris has a
18 community property interest in the Default Judgment, as has been determined by the Judgment of
19 the Superior Court of the State of California for the County of Monterey, which was entered on
20 approximately December 23, 2005.

21 17. Plaintiffs are informed and believe and based thereon alleged that Lydia Harris and
22 Michael Ray Harris contend that the Default Judgment entered against Mr. Knight and Death
23 Row Records in the State Court action is valid and enforceable. Though plaintiffs recognize that
24 counsel for Mr. Knight and Death Row Records in the State Court action did not seek relief from
25 the Default Judgment or file an appeal for an entry of the Default Judgment, they contend that the
26 Default Judgment is invalid and unenforceable because the health and safety of their counsel of
27 record in the State Court action (Dermot Givens) and of his child were threatened by Lydia Harris
28 and Michael Ray Harris and by people acting on their behalf; because Mr. Givens was induced

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 53 of 56

1 not to pursue an appeal from the Default Judgment and to seek relief from the Default Judgment
2 under California Code of Civil Procedure §473 based upon misrepresentations made to him by
3 Michael Ray Harris and Lydia Harris and by people acting on their behalf; because Mr. Givens
4 was acting under duress and undue influence, rather than in the best interests of Mr. Knight and
5 Death Row Records; because Mr. Knight and Death Row Records believed that the State Court
6 action had been settled; and because Mr. Knight and Death Row Records did not have sufficient
7 notice and opportunity to be heard with respect to the entry of the Default Judgment, thereby
8 rendering it void under applicable law.

9 18. Plaintiffs contend that the Valid Settlement Agreement that was entered into in
10 approximately late April 2005, a copy of which is attached hereto as Exhibit D, is a valid and
11 enforceable settlement agreement with Lydia Harris that binds Michael Ray Harris, who claims
12 an interest in the Default Judgment that was settled by that Valid Settlement Agreement.

13 19. Plaintiffs are informed and believes and based thereon alleges that Lydia Harris
14 now contends that she never signed the Valid Settlement Agreement and that she contends that
15 another settlement agreement was signed under which no consideration was provided by her to
16 Mr. Knight or Death Row Records, whether in the form of releases, a reduction in excess of the
17 \$1,000,000.00 paid to her in the amount owing under the Default Judgment, any agreement to
18 forbear in collecting, or otherwise.

19 20. Plaintiffs are further informed and believe and based thereon alleged that Lydia
20 Harris and Michael Ray Harris contend that the Valid Settlement Agreement is a not valid and
21 enforceable settlement agreement.

22 21. Plaintiffs are informed and believe and based thereon alleged that Lydia Harris and
23 Michael Ray Harris contend that another settlement agreement was entered into between Mr.
24 Knight and Death Row Records, on the one hand, and Lydia Harris, on the other hand, in
25 approximately May 2005; that Exhibit F hereto is a true and correct copy of that settlement
26 agreement (the "Invalid Settlement Agreement"), though there may be other versions of a
27 settlement agreement that Lydia Harris and Michael Ray Harris contend were the settlement
28 agreement that was entered into between Mr. Knight and Death Row Records, on the one hand,

A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA, 35TH FLOOR
SUITE 300 SOUTH GATE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 54 of 56

1 and Lydia Harris, on the other hand; and that the sum of \$1,000,000.00 was paid by Mr. Knight to
2 Lydia Harris pursuant to that Invalid Settlement Agreement. Plaintiffs contend that Mr. Knight
3 and Death Row Records never saw or executed the Invalid Settlement Agreement and that the
4 Invalid Settlement Agreement is void, invalid and unenforceable as against plaintiffs and Death
5 Row Records.

6 22. Plaintiffs further contend that there was no meeting of the minds on the part of Mr.
7 Knight and Death Row Records regarding material terms of the Invalid Settlement Agreement,
8 and that it is also void, invalid and unenforceable for that reason.

9 23. Plaintiffs further contend that Mr. Knight and Death Row Records received no
10 consideration under the Invalid Settlement Agreement.

11 24. Plaintiffs further contend that, if neither the Valid Settlement Agreement nor the
12 Invalid Settlement Agreement are found by the Bankruptcy Court to be enforceable, then there at
13 least was a verbal settlement agreement between Mr. Knight and Death Row Records, on the one
14 hand, and Lydia Harris, on the other hand, that Mr. Knight and Death Row Records have
15 performed upon under which Lydia Harris agreed to accept the sum of \$1,000,000.00 in full
16 settlement of all claims alleged by her in the State Court action and in full satisfaction of the
17 Default Judgment in the State Court action. Plaintiffs are informed and believe and based thereon
18 allege that defendants contend otherwise.

19 25. On or before late May 2005, when Mr. Knight obtained the sum of \$1,000,000.00
20 to pay Lydia Harris pursuant to the Valid Settlement Agreement described above and pursuant to
21 his understanding that said payment would operate to settle all claims made by Lydia Harris in
22 the State Court action and the Default Judgment in that action, Lydia Harris represented to Mr.
23 Knight, who she knew that was acting on behalf of himself and on behalf of Death Row Records,
24 and to counsel for Mr. Knight and Death Row Records in the State Court action (Mr. Givens) that
25 she had executed the Valid Settlement Agreement and that the sum of \$1,000,000.00 would be
26 accepted by her in full settlement of all claims made by her in the State Court action and in full
27 settlement of the Default Judgment in that action. Ms. Harris knew or should have known that
28 any such statements by her to Mr. Givens would be repeated by him to Mr. Knight. Mr. Knight

A LIMITED LIABILITY PARTNERSHIP
LOCATED AT LAW
ONE CALIFORNIA PLAZA, 11TH FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 55 of 56

1 believed that representation and he neither knew nor had reason to know that the representation
2 would later be claimed to be false by Lydia Harris. Accordingly, Mr. Knight and Death Row
3 Records actually and justifiably relied upon Lydia Harris' representation in paying the sum of
4 \$1,000,000.00, which Lydia Harris now contends was paid pursuant to the Invalid Settlement
5 Agreement.

6 26. After Lydia Harris was paid the sum of \$1,000,000.00 in late May 2005, she failed
7 to disclose to Mr. Knight, Death Row Records, or their counsel in the State Court action that she
8 intended to assert that sum of \$1,000,000.00 actually had been paid to her under the Invalid
9 Settlement Agreement, rather than in full settlement of all claims made by her in the State Court
10 action and in full settlement of the Default Judgment in that action.

11 27. Mr. Knight did not discover the true facts regarding the misrepresentations and
12 omissions alleged in the two preceding paragraphs until a hearing in the State Court action on
13 March 31, 2006, at which Lydia Harris stated under oath in a declaration submitted by her
14 counsel that the sum of \$1,000,000.00 was paid to her pursuant to the Invalid Settlement
15 Agreement and that it was not paid in full settlement of all claims made by her in the State Court
16 action and in full settlement of the Default Judgment in that action. A true and correct copy of
17 that declaration is attached hereto as Exhibit H.

18 28. In the event that the Court determines that the Mr. Knight and Death Row Records
19 actually entered into and executed the Invalid Settlement Agreement or at least agreed to be
20 governed by the terms and conditions of the Invalid Settlement Agreement, despite the fact that it
21 was not executed, plaintiffs contend that the Invalid Settlement Agreement is not enforceable
22 because they are entitled to rescission of that Agreement and the return of the sum of
23 \$1,000,000.00 to the estates of Mr. Knight or Death Row Records.

24 29. Plaintiffs are informed and believe and based thereon allege that, during the
25 approximate period March 2005 through March 2006, Michael Harris and Lydia Harris and
26 people acting on their behalf furthered the above-described fraud upon Mr. Knight and Death
27 Row Records and upon the State Court in the State Court action by exerting undue influence and
28 pressure upon counsel of record for Mr. Knight and Death Row Records in the State Court action

Case 2:06-bk-11187-VZ Doc 524-2 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 56 of 56

1 by, among other things, threatening said counsel and his family, none of which was disclosed by
2 Lydia Harris or Michael Harris to Mr. Knight or Death Row Records and which Lydia Harris and
3 Michael Harris prevented counsel for Mr. Knight and Death Row Records in the State Court
4 action from disclosing to Mr. Knight and Death Row Records because of said undue influence
5 and threats. Mr. Knight and Death Row Records did not discover these facts until approximately
6 May 10, 2006.

7 30. Mr. Knight and Death Row Records relied on the representations and
8 nondisclosures set forth in paragraphs 25, 26 and 29 above, as follows:

9 a. Mr. Knight obtained an advance from Interscope Records, which was used
10 to pay Lydia Harris the sum of \$1,000,000.00 in late May 2005;

11 b. Mr. Knight and Death Row Records did not pursue their rights to appeal
12 the Default Judgment or to seek an order vacating it under California Code of Civil Procedure
13 §473 and other applicable law, but instead let applicable periods lapse during which such relief
14 could have been requested in a timely manner;

15 c. Mr. Knight and Death Row Records did not defend themselves in the State
16 Court action after May 2005.

17 31. If Mr. Knight and Death Row Record had known the true facts and had Lydia
18 Harris not made the misrepresentations alleged above, Mr. Knight would not have obtained an
19 advance from Interscope Records and used that advance to pay Lydia Harris the sum of
20 \$1,000,000.00; Mr. Knight and Death Row Records would have sought an order vacating the
21 Default Judgment under California Code of Civil Procedure §473 and other applicable law; they
22 would have pursued an appeal from the Default Judgment in a timely manner; and they would
23 have defended themselves in the State Court action after May 2005.

24 32. Mr. Knight and Death Row Records have been damaged as the sole and proximate
25 result of the above-described misrepresentations and material omissions by Lydia Harris to them
26 as follows:

27 a. Mr. Knight paid Lydia Harris the sum of \$1,000,000.00;

28 b. Mr. Knight and Death Row Records did not obtain an order vacating the

A LIMITED LIABILITY PARTNERSHIP
KNIGHTS LAW
ONE CALIFORNIA PLAZA, 37TH FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 1 of 16

1 Default Judgment, either from the State Court or from an appellate court;

2 c. Mr. Knight and Death Row Records incurred fees and costs in the State
3 Court action in an amount subject to proof in this action; and

4 d. Mr. Knight and Death Row Records were forced to file their respective
5 Chapter 11 cases and to incur the fees and costs in connection with those cases, including the fees
6 and costs of their own counsel and all other professionals entitled to payment of administrative
7 expenses counsel, which sums continue to be incurred, all in an amount subject to proof at trial in
8 this action.

9 33. If the representations that were made by Lydia Harris to Mr. Knight and Death
10 Row Records were not intentional, as alleged hereinabove, then they were negligently made by
11 Lydia Harris at the time they were made in that she did not have reason to believe they were true
12 when made and in that she knew or should have known that Mr. Knight and Death Row Records
13 would rely upon those representations in acting in the manner set forth hereinabove

14 **The 1996 Settlement Agreement**

15 34. Plaintiffs are informed and believe and based thereon allege that Interscope
16 Records, Inc., Michael Ray Harris, Mr. Knight, Death Row Records and others entered into a
17 Settlement and Release Agreement dated as of March 14, 1996, a true and correct copy of which
18 is attached hereto as **Exhibit G** (the "1996 Settlement Agreement").

19 35. In the event that plaintiffs are granted relief from the Default Judgment through an
20 order vacating it, whether in this Court or in State Court, plaintiffs will be entitled to enforce the
21 1996 Settlement Agreement as against Michael Ray Harris and Lydia Harris

22 36. Plaintiffs are informed and believe and based thereon allege that Interscope
23 Records, Inc., satisfied all covenants and conditions under the 1996 Settlement Agreement,
24 including payment of the sum of \$300,000.00 required under paragraph 1 of that Settlement
25 Agreement.

26 37. By paragraph 2 of the 1996 Settlement Agreement, Michael Ray Harris
27 acknowledged and agreed, *inter alia*, that neither he nor any individual or entity affiliated with
28 him (including his wife, Lydia Harris) held any interest in Death Row Records and that neither he

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 2 of 16

1 nor any individual or entity affiliated with him (including his wife, Lydia Harris) was entitled to
2 any profits or other monies generated by Death Row Records, including, but not limited to, any
3 monies generated from the exploitation of any recordings of Death Row Records' artists
4 distributed by Interscope Records or anyone else.

5 38. By paragraph 3 of the 1996 Settlement Agreement, Michael Ray Harris
6 quitclaimed to Death Row Records any interest or control in Death Row Records that he ever had,
7 owned or held, or could, shall or hereafter have, own or hold.

8 39. Under paragraph 5 of the 1996 Settlement Agreement, Michael Ray Harris
9 released Mr. Knight, Death Row Records, and others from all claims.

10 40. Under paragraph 8 of the 1996 Settlement Agreement, Michael Ray Harris agreed
11 never to commence or prosecute any action or suit on any of the claims released by him.

12 41. Under paragraph 17 of the 1996 Settlement Agreement, Michael Ray Harris
13 agreed to indemnify and hold Mr. Knight and Death Row Records harmless from any claim,
14 demand, debt, obligation, liability, cost, expenses, right of action or causes of action, based in
15 arising out of, or in connection with, any transfer or assignment or purported transfer or
16 assignment of any claims released under the 1996 Settlement Agreement.

17 42. Under paragraph 15 of the 1996 Settlement Agreement, the prevailing party is
18 entitled to all fees and costs incurred as a result of any proceeding between the parties relating to
19 the 1996 Settlement Agreement.

20 43. Plaintiffs contend that the 1996 Settlement Agreement operated to release Mr.
21 Knight and Death Row Records from any and all claims held by Michael Ray Harris against Mr.
22 Knight and Death Row Records related to Death Row Records, including those now alleged by
23 him through the Default Judgment obtained by Lydia Harris against Mr. Knight and Death Row
24 Records in the State Court action. Plaintiffs are informed and believe and based thereon allege
25 that Lydia Harris and Michael Ray Harris deny those contentions.

26 44. Plaintiffs contend that the 1996 Settlement Agreement operated to release Mr.
27 Knight and Death Row Records from any and all claims held by Lydia Harris against Mr. Knight
28 and Death Row Records related to Death Row Records, including those now alleged and held by

A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA, 37TH FLOOR
SUITE 300, LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 3 of 16

1 Lydia Harris in the State Court action. Plaintiffs are informed and believe and based thereon
2 allege that Lydia Harris and Michael Ray Harris deny those contentions.

3 **FIRST CLAIM FOR RELIEF**

4 **(For Intentional Interference with Contractual Relationship**

5 **by Mr. Knight and Chapter 11 Trustee R. Todd Neilson Against Lydia Harris)**

6 45. Plaintiffs incorporate herein by reference paragraphs 1 through 44 hereinabove and
7 46 through 91 hereinbelow as though fully set forth herein.

8 46. Mr. Knight and Death Row Records had a contractual relationship with Dermot
9 Givens under which they employed him to represent them as their counsel in the State Court
10 action.

11 47. Defendants interfered with the attorney-client contractual relationship that Mr.
12 Knight and Death Row Records had with Mr. Givens by the conduct more fully alleged herein,
13 including threatening him and his child, exerting undue influence over him, defrauding him, and
14 otherwise improperly pressuring him.

15 48. As the sole and proximate result of defendants' wrongful conduct, Mr. Givens did
16 not act in the best interests of Mr. Knight and Death Row Records in the State Court action by
17 failing to appeal the Default Judgment; failing to obtain relief from the Default Judgment under
18 California Code of Civil Procedure § 473 and other applicable law; failing to seek enforcement of
19 the Valid Settlement Agreement in the State Court action; failing to otherwise adequately
20 represent Mr. Knight and Death Row Records in the State Court action during the period March
21 2005 through March 2006; and failing to provide the Valid Settlement Agreement to successor
22 counsel to enforce at hearing in the State Court action on March 31, 2006.

23 49. As the sole and proximate result of defendants' wrongful conduct, Mr. Givens
24 failed to take the actions specified in the preceding paragraph, thereby causing damage to Mr.
25 Knight and Death Row Records, as follows:

26 a. Mr. Knight and Death Row Records did not obtain an order vacating the
27 Default Judgment, either from the State Court or from an appellate court;

28 b. Mr. Knight and Death Row Records incurred fees and costs in the State

ALTIMED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA, 37TH FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 4 of 16

1 Court action in an amount subject to proof in this action; and

2 c. Mr. Knight and Death Row Records were forced to file their respective
3 Chapter 11 cases and to incur the fees and costs in connection with those cases, including the fees
4 and costs of their own counsel and all other professionals entitled to payment of administrative
5 expenses counsel, which sums continue to be incurred, all in an amount subject to proof at trial in
6 this action.

7 50. The conduct of defendants in intentionally interfering with the attorney-client
8 contractual relationship that Mr. Knight and Death Row Records had with Mr. Givens was
9 despicable conduct that was carried on by them for their own benefit and with willful and
10 conscious disregard of Mr. Knight and Death Row Records' rights, and said conduct was
11 fraudulent. Accordingly, plaintiffs are entitled to exemplary damages from defendants pursuant
12 to the provisions of California Civil Code § 3294 in an amount subject to proof at trial in this
13 action.

14 **SECOND CLAIM FOR RELIEF**

15 **(For Avoidance of Preferential Transfers Under U.S.C. § 547 or,**

16 **Alternatively, for Recovery of Damages Under 11 U.S.C. § 550(a)**

17 **by Mr. Knight or Chapter 11 Trustee R. Todd Neilson Against Lydia Harris)**

18 51. Plaintiffs incorporate herein by reference paragraphs 1 through 50 hereinabove and
19 52 through 91 hereinbelow as though fully set forth herein.

20 52. Plaintiffs are informed and believe and based thereon allege that, if the Default
21 Judgment entered against Mr. Knight and Death Row Records and in favor of Lydia Harris in the
22 State Court action is deemed to be valid and enforceable, then Lydia Harris has been determined
23 by virtue of that Default Judgment to have been a partner of Mr. Knight in connection with Death
24 Row Records, thereby making her an "insider" of Mr. Knight and of Death Row Records as the
25 term "insider" is defined under 11 U.S.C. § 101(31)(A)(iii) and 101(31)(B)(v).

26 53. The transfer of \$1,000,000.00 by Mr. Knight to Lydia Harris in late May 2005,
27 constituted a payment of antecedent debt claimed that Lydia Harris claimed that was owed to her
28 by Mr. Knight and Death Row Records, as alleged in the Complaint in the State Court action and

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 5 of 16

1 as determined by virtue of the Default Judgment entered against Mr. Knight and Death Row
2 Records in the State Court action.

3 54. As of the filing of this Complaint, plaintiffs are uncertain whether the
4 \$1,000,000.00 transfer would be deemed under applicable law to have been made on behalf of
5 Mr. Knight individually or on behalf of Death Row Records, but it was made on behalf of one or
6 the other. As such, this claim is alternatively brought by Mr. Knight or Death Row Records.

7 55. At the time of the transfer of the sum of \$1,000,000.00 by Mr. Knight to Lydia
8 Harris, Mr. Knight and Death Row Records were insolvent, especially if the debt under the
9 Default Judgment is included in the determination of insolvency.

10 56. The transfer of \$1,000,000.00 made by Mr. Knight to Lydia Harris was made
11 within one year of the filing of the voluntary Chapter 11 petitions by Mr. Knight and Death Row
12 Records on April 4, 2006.

13 57. The transfer of \$1,000,000.00 to Lydia Harris by Mr. Knight enabled Lydia Harris
14 to receive more than she would have received if Mr. Knight's bankruptcy case were a case under
15 Chapter 7 of Title 11 of the United States Code, if that transfer had not been made, and if Lydia
16 Harris had received payment on her claims against Mr. Knight to the extent provided by Title 11
17 of the United States Code.

18 58. Based upon the foregoing, pursuant to 11 U.S.C. § 547, Mr. Knight or Death Row
19 Records is entitled to avoid the transfer of \$1,000,000.00 made to Lydia Harris.

20 59. Alternatively, based on the foregoing, pursuant to 11 U.S.C. § 550(a), Mr. Knight
21 or Death Row Records is entitled to recover from Lydia Harris the sum of \$1,000,000.00 plus
22 interest thereon at the legal rate.

23 **THIRD CLAIM FOR RELIEF**

24 **(For Avoidance of Fraudulent Transfers Under 11 U.S.C. § 548 or,**

25 **Alternatively, for Recovery of Damages Under 11 U.S.C. § 550(a)**

26 **by Mr. Knight or Chapter 11 Trustee R. Todd Neilson Against Lydia Harris)**

27 60. Plaintiffs incorporate herein by reference paragraphs 1 through 59 hereinabove and
28 61 through 91 hereinbelow as though fully set forth herein.

A LIMITED LIABILITY PARTNERSHIP
KNIGHTS TRUST, L.P.
ONE CALIFORNIA STREET, FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 6 of 16

61. As alleged hereinabove, Mr. Knight and Death Row Records both were insolvent at the time of the transfer of \$1,000,000.00 to Lydia Harris in late May 2005, within the meaning of 11 U.S.C. § 548(a)(1)(B)(ii)(I), especially if the debt under the Default Judgment is included in the determination of insolvency.

62. As set forth above, plaintiffs contend that the sum of \$1,000,000.00 was paid to Lydia Harris in full settlement of the Default Judgment and all claims held by her against Mr. Knight and Death Row Records. However, if the sum of \$1,000,000.00 is deemed to have been paid by Mr. Knight to Lydia Harris without receiving any consideration in return in the form of releases under the Valid Settlement Agreement or any other consideration, then neither Mr. Knight nor Death Row Records received reasonably equivalent value in exchange for the sum of \$1,000,000.00 transferred to Lydia Harris in late May 2005, within the meaning of 11 U.S.C. § 548(a)(1)(B)(i).

63. There were creditors holding claims against Mr. Knight and Death Row Records at the time of the transfer of \$1,000,000.00 to Lydia Harris in late May 2005, which still remain as creditors holding claims against Mr. Knight and Death Row Records. Those creditors include but are not limited to the Internal Revenue Service, the California Franchise Tax Board, The Marshall Law Firm, P.C., and McPherson & Kalmansohn, a law partnership, though plaintiffs do not admit that the claims of those creditors as against Mr. Knight or Death Row Records are valid claims.

64. Based upon the foregoing, pursuant to 11 U.S.C. § 548, Mr. Knight or Chapter 11 Trustee R. Todd Neilson is entitled to avoid the transfer of \$1,000,000.00 to Lydia Harris.

65. Alternatively, based on the foregoing, pursuant to 11 U.S.C. § 550(a), Mr. Knight or Chapter 11 Trustee R. Todd Neilson is entitled to recover from Lydia Harris the sum of \$1,000,000.00 plus interest thereon at the legal rate.

FOURTH CLAIM FOR RELIEF

(For Avoidance and Recovery of Fraudulent Transfers Under 11 U.S.C. § 542 and California Civil Code § 3439.05, or, Alternatively, for Recovery of Damages By Mr. Knight or Chapter 11 Trustee R. Todd Neilson Against Lydia Harris)

66. Plaintiffs incorporate herein by reference paragraphs 1 through 65 hereinabove and

67 through 91 hereinbelow as though fully set forth herein.

67. As alleged hereinabove, Mr. Knight and Death Row Records both were insolvent at the time of the transfer of \$1,000,000.00 to Lydia Harris in late May 2005, within the meaning of California Civil Code § 3439.02(a), especially if the debt under the Default Judgment is included in the determination of insolvency.

68. As set forth above, plaintiffs contend that the sum of \$1,000,000.00 was paid to Lydia Harris in full settlement of the Default Judgment and all claims held by her against Mr. Knight and Death Row Records. However, if the sum of \$1,000,000.00 is deemed to have been paid by Mr. Knight to Lydia Harris without receiving any consideration in return in the form of releases under the Valid Settlement Agreement or any other consideration, then neither Mr. Knight nor Death Row Records received reasonably equivalent value in exchange for the sum of \$1,000,000.00 transferred to Lydia Harris in late May 2005, within the meaning of California Civil Code § 3439.05.

69. As set forth above, there were creditors holding claims against Mr. Knight and Death Row Records at the time of the transfer of \$1,000,000.00 to Lydia Harris in late May 2005, which still remain as creditors holding claims against Mr. Knight and Death Row Records.

70. Pursuant to the allegations set forth in above, which have been incorporated into this Claim for Relief, Mr. Knight or Chapter 11 Trustee R. Todd Neilson is entitled to avoid the transfer of \$1,000,000.00 to Lydia Harris pursuant to the provisions of 11 U.S.C. § 542 and California Civil Code § 3439.05 and § 3439.07(a)(1). Alternatively, Mr. Knight or Chapter 11 Trustee R. Todd Neilson is entitled to recover the sum of \$1,000,000.00 from Lydia Harris pursuant to the provisions of 11 U.S.C. § 542 and California Civil Code § 3439.08(b), plus interest thereon at the legal rate.

FIFTH CLAIM FOR RELIEF

(To Preserve Any Avoided Transfers for the Benefit of the Estate

Pursuant to 11 U.S.C. § 551 by Mr. Knight or

Chapter 11 Trustee R. Todd Neilson Against Lydia Harris)

71. Plaintiffs incorporate herein by reference paragraphs 1 through 70 hereinabove and

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 8 of 16

1 72 through 91 hereinbelow as though fully set forth herein.

2 72. Pursuant to 11 U.S.C. § 551, Mr. Knight and Chapter 11 Trustee R. Todd Neilson
3 seek to preserve any transfers avoided under 11 U.S.C. § 542, 544, 547 or 548 for the benefit of
4 the Chapter 11 estate of Mr. Knight or Death Row Records.

5 **SIXTH CLAIM FOR RELIEF**

6 **(Objection By Mr. Knight and Chapter 11 Trustee R. Todd Neilson to Claims**

7 **by Lydia Harris and Michael Ray Harris**

8 **Under 11 U.S.C. §§ 502(a) and 502(d))**

9 73. Plaintiffs incorporate herein by reference paragraphs 1 through 72 hereinabove and
10 74 through 91 hereinbelow as though fully set forth herein.

11 74. Plaintiffs are informed and believe and based thereon alleged that Lydia Harris and
12 Michael Ray Harris each contend that they hold a claim against Mr. Knight's Chapter 11 estate
13 and Death Row Records' Chapter 11 estate based upon the Default Judgment entered in the State
14 Court action in favor of Lydia Harris and that Michael Ray Harris contends that his claim is based
15 upon his community property interests in that Default Judgment.

16 75. Plaintiffs are further informed and believe and based thereon alleged that, even if
17 the Default Judgment is deemed to be unenforceable, Lydia Harris and Michael Ray Harris both
18 contend that they hold claims against Mr. Knight's Chapter 11 estate and Death Row Records'
19 Chapter 11 estate.

20 76. Plaintiffs are further informed and believe and based thereon alleged that Michael
21 Ray Harris has filed a proof of claim in Mr. Knight's Chapter 11 case, a true and correct copy of
22 which is attached hereto as **Exhibit I**. Plaintiffs are further informed and believe and based
23 thereon alleged that Michael Ray Harris has filed a proof of claim in Death Row Records'
24 Chapter 11 case, a true and correct copy of which is attached hereto as **Exhibit J**.

25 77. Plaintiffs are further informed and believe and based thereon alleged that Lydia
26 Harris has filed a proof of claim in Mr. Knight's Chapter 11 case, a true and correct copy of
27 which is attached hereto as **Exhibit K**. Plaintiffs are further informed and believe and based
28 thereon alleged that Lydia Harris has filed a proof of claim in Death Row Records' Chapter 11

A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA, 37TH FLOOR
SUITE 3700, LOS ANGELES, CALIFORNIA 90018-1447

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 9 of 16

1 case, a true and correct copy of which is attached hereto as Exhibit L.

2 78. Pursuant to 11 U.S.C. § 502(d), any claims of Lydia Harris against Mr. Knight's
3 Chapter 11 estate should be disallowed until such time as Lydia Harris has returned to the
4 Chapter 11 estate the sum of \$1,000,000.00, plus interest thereon, pursuant to the claims set forth
5 above.

6 79. Because the claim of Michael Ray Harris is derivative of the claim of Lydia
7 Harris, any claim of Michael Ray Harris against Mr. Knight's Chapter 11 estate also should be
8 disallowed under 11 U.S.C. § 502(d) until such time as Lydia Harris and/or Michael Ray Harris
9 pays the sum of \$1,000,000.00, plus interest thereon, to Mr. Knight's Chapter 11 estate pursuant
10 claims set forth above.

11 80. Mr. Knight objects to the claims of Lydia Harris and Michael Ray Harris against
12 his Chapter 11 estate on the grounds that the allegations by Lydia Harris in the Complaint filed in
13 the State Court action are false; that neither Lydia Harris nor Michael Ray Harris ever had any
14 right, title or interest in Death Row Records or in any interests of Mr. Knight or any other person
15 or entity in Death Row Records; that Lydia Harris and Michael Ray Harris have no support for
16 their claims against Mr. Knight; that neither Mr. Knight nor Death Row Records engaged in any
17 wrongful conduct as to Lydia Harris and/or Michael Ray Harris that damaged them in any way;
18 and that any such claims of Lydia Harris and Michael Ray Harris were settled, released and
19 waived pursuant to the 1996 Settlement Agreement, the Valid Settlement Agreement and/or a
20 verbal settlement agreement with Lydia Harris in approximately April or May 2005 under which
21 the sum of \$1,000,000.00 was paid to her.

22 81. Chapter 11 Trustee R. Todd Neilson objects to the claims of Lydia Harris and
23 Michael Ray Harris against Death Row Records' Chapter 11 estate on the grounds that the
24 allegations by Lydia Harris in the Complaint filed in the State Court action are false; that neither
25 Lydia Harris nor Michael Ray Harris ever had any right, title or interest in Death Row Records or
26 in any interests of Mr. Knight or any other person or entity in Death Row Records; that Lydia
27 Harris and Michael Ray Harris have no support for their claims against Death Row Records;
28 neither Mr. Knight nor Death Row Records engaged in any wrongful conduct as to Lydia Harris

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 10 of 16

1 and/or Michael Ray Harris that damaged them in any way; and that any such claims of Lydia
2 Harris and Michael Ray Harris were settled, released and waived pursuant to the 1996 Settlement
3 Agreement, the Valid Settlement Agreement and/or a verbal settlement agreement with Lydia
4 Harris in approximately April or May 2005 under which the sum of \$1,000,000.00 was paid to
5 her.

6 82. Based upon the foregoing, the claims of Lydia Harris and Michael Ray Harris
7 against Mr. Knight's Chapter 11 estate and against Death Row Records' Chapter 11 estate should
8 be disallowed pursuant to 11 U.S.C. § 502(a) and § 502(d).

9 **SEVENTH CLAIM FOR RELIEF**

10 **(Claim By Mr. Knight and Chapter 11 Trustee R. Todd Neilson to Subordinate Claims**
11 **by Lydia Harris and Michael Ray Harris and for Transfer of Liens**

12 **Under 11 U.S.C. §§ 510(c))**

13 83. Plaintiffs incorporate herein by reference paragraphs 1 through 82 hereinabove and
14 84 through 91 hereinbelow as though fully set forth herein.

15 84. Lydia Harris has engaged in inequitable conduct towards Mr. Knight and Death
16 Row Records by, among other things:

17 a. Lydia Harris filed and proceeded with the State Court action as against Mr.
18 Knight and Death Row Records even though the 1996 Settlement Agreement with Michael Ray
19 Harris operated to preclude any claims by Lydia Harris, as determined by the Court in the State
20 Court action as to Interscope Records and as affirmed on appeal by the Court of Appeal for the
21 State of California, Second Appellate District, Division Seven, in case number B166253, in an
22 unpublished decision on June 9, 2004, as modified on June 30, 2004, even though the reasoning
23 of that decision was equally applicable to Mr. Knight and Death Row Records had their counsel
24 of record filed and properly noticed another motion for summary judgment.

25 b. Lydia Harris proceeded with her efforts to collect on the Default Judgment
26 in the State Court action as against Mr. Knight and Death Row Records after May 2005 in
27 preference to the other creditors of Mr. Knight and Death Row Records, even though Lydia
28 Harris knew that Mr. Knight and Death Row Records believed the matter to be settled and even

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 11 of 16

1 though the Default Judgment had been settled, thereby perpetrating a fraud on the Court in the
2 State Court action.

3 c. Lydia Harris falsely represented to the State Court under oath on
4 approximately March 31, 2006, that the Invalid Settlement Agreement was the actual settlement
5 agreement entered into by her with Mr. Knight and Death Row Records, thereby perpetrating a
6 fraud on the Court in the State Court action.

7 d. Plaintiffs are informed and believe and based thereon allege that Lydia
8 Harris concealed from Michael Ray Harris the Valid Settlement Agreement and the
9 \$1,000,000.00 settlement payment that she had received from Mr. Knight; that she only disclosed
10 to Michael Ray Harris the settlement payment of \$1,000,000.00 after she was forced to do so in
11 connection with the marital dissolution action commenced by Michael Ray Harris against her;
12 and that she still failed to disclose the existence of the Valid Settlement Agreement, but instead
13 falsely contended that the Invalid Settlement Agreement was the enforceable settlement
14 agreement that she had entered into with Mr. Knight and Death Row Records.

15 e. Plaintiffs are informed and believe and based thereon allege that, during
16 the period June 2005 through March 2006, Lydia Harris improperly pressured and misled Dermot
17 Givens, who was counsel of record for Mr. Knight and Death Row Records at the time in the
18 State Court action, to conceal the fact that Valid Settlement Agreement had been executed by her
19 and that said pressure and false representations in fact resulted in Mr. Givens concealing that fact
20 from Mr. Knight, Death Row Records and replacement counsel for Mr. Knight and Death Row
21 Records in the State Court action, and in Mr. Givens not acting in the best interests of Mr. Knight
22 and Death Row Records.

23 f. Under the threat of a judgment debtor examination that required the
24 production of documents and information in the State Court action that could have resulted in the
25 preferential treatment of Lydia Harris and Michael Ray Harris and under the threat of the
26 appointment of a receiver in the State Court action that also could have resulted in the preferential
27 treatment of Lydia Harris and Michael Ray Harris, Lydia Harris forced Mr. Knight and Death
28 Row Records to seek the protection of the Bankruptcy Court through filing voluntary petitions on

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 12 of 16

1 April 4, 2006.

2 g. To the extent that the Default Judgment is deemed to be enforceable and
3 Lydia Harris is deemed to have been a partner of Mr. Knight in connection with Death Row
4 Records based upon that Default Judgment, she owed both Mr. Knight and Death Row Records a
5 fiduciary duty that she violated through the conduct described above in subparagraphs (a) to (f).

6 85. Michael Ray Harris has engaged in inequitable conduct towards Mr. Knight and
7 Death Row Records by, among other things:

8 a. Michael Ray Harris intervened in the State Court action in approximately
9 January 2006 and claimed an interest in the Default Judgment even though he had settled all
10 claims against Mr. Knight and Death Row Records under the 1996 Settlement Agreement and
11 even though he knew that the settlement in 1996 precluded the claims made by Lydia Harris in
12 the State Court action.

13 b. Plaintiffs are informed and believe and based thereon allege that Michael
14 Ray Harris caused the health and safety of Dermot Givens and his child to be threatened during
15 the approximate period June 2005 through March 2006 and that Michael Ray Harris and his
16 representatives also fraudulently induced Mr. Givens into not pursuing an appeal from the Default
17 Judgment and not seeking relief from it under California Code of Civil Procedure § 473, thereby
18 preventing Mr. Givens from acting in the best interests of Mr. Knight and Death Row Records.

19 c. Michael Ray Harris also proceeded with his efforts to collect on the
20 Default Judgment in the State Court action as against Mr. Knight and Death Row Records after
21 May 2005 in preference to the other creditors of Mr. Knight and Death Row Records, even
22 though all claims that he held and that were further pursued by Lydia Harris in the State Court
23 action had been settled by the 1996 Settlement Agreement, thereby perpetrating a fraud on the
24 Court in the State Court action.

25 d. Under the threat of a judgment debtor examination that required the
26 production of documents and information in the State Court action that could have resulted in the
27 preferential treatment of Lydia Harris and Michael Ray Harris and under the threat of the
28 appointment of a receiver in the State Court action that also could have resulted in the preferential

ALIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA STREET, 15TH FLOOR
300 SOUTH BRANCO AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

1 treatment of Lydia Harris and Michael Ray Harris, Michael Ray Harris also forced Mr. Knight
2 and Death Row Records to seek the protection of the Bankruptcy Court through filing voluntary
3 petitions on April 4, 2006.

4 86. Due to the inequitable conduct of Lydia Harris and Michael Ray Harris, Mr.
5 Knight and Death Row Records have been damaged in that they have been forced to incur fees
6 and costs in opposing Lydia Harris and Michael Ray Harris in the State Court action; they have
7 the Default Judgment outstanding against them in the State Court action; they have been forced to
8 file Chapter 11 because of the collection efforts of Lydia Harris and Michael Ray Harris in the
9 State Court action; and they have been forced to incur fees and costs in their respective Chapter
10 11 proceedings, among other things.

11 87. Based upon the foregoing, Mr. Knight and Chapter 11 Trustee R. Todd Neilson are
12 entitled to judgment subordinating the claims of Lydia Harris and Michael Ray Harris against the
13 Chapter 11 estates of Mr. Knight and Death Row Records to the claims of all other creditors of
14 those estates pursuant to 11 U.S.C. § 510(c)(1).

15 88. Based upon the foregoing, Mr. Knight and Chapter 11 Trustee R. Todd Neilson are
16 entitled to judgment under 11 U.S.C. § 510(c)(2) that orders that any lien securing the claims of
17 Lydia Harris be transferred to the Chapter 11 estates of Mr. Knight and Death Row Records.

18 **EIGHTH CLAIM FOR RELIEF**

19 **(Claim By Mr. Knight and Chapter 11 Trustee R. Todd Neilson to Subordinate Claims**
20 **by Lydia Harris and Michael Ray Harris under 11 U.S.C. §510(b))**

21 89. Plaintiffs incorporate herein by reference paragraphs 1 through 88 hereinabove as
22 though fully set forth herein.

23 90. The claims of Lydia Harris and Michael Ray Harris against Mr. Knight and Death
24 Row Records are based upon the allegation that they advanced services and funds in connection
25 with acquiring an interest in Death Row Records.

26 91. Pursuant to 11 U.S.C. § 510(b), plaintiffs are entitled to judgment subordinating
27 the claims of Lydia Harris and Michael Ray Harris to the claims of all other creditors to the extent
28 they are based upon the contention that they advanced services and funds in connection with

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 14 of 16

1 acquiring an interest in Death Row Records.

2 WHEREFORE, plaintiffs respectfully pray for judgment in their favor and against
3 defendants as follows:

4 1. On the First through Fifth Claims for Relief, for the sum of \$1,000,000.00, plus
5 interest thereon at the legal rate.

6 2. Further, on the First Claim for Relief, for punitive damages in amount to be
7 determined by the Court.

8 3. On the Sixth Claim for Relief, for disallowance of any claims of Lydia Harris and
9 Michael Ray Harris against Mr. Knight's Chapter 11 estate and against Death Row Records'
10 Chapter 11 estate.

11 4. On the Seventh Claim for Relief, for subordination of the claims of Lydia Harris
12 and Michael Ray Harris to all other claims and for an order that any lien securing the claims of
13 Lydia Harris be transferred to the Chapter 11 estates of Mr. Knight and Death Row Records.

14 5. On the Eighth Claim for Relief, for subordination of the claims of Lydia Harris
15 and Michael Ray Harris to all other claims.

16 6. For the fees and costs incurred by plaintiffs herein.

17 7. For such other relief as the Court deems appropriate under the circumstances.

18 8.

19 DATED: October 31, 2006

HILL, FARRER & BURRILL, LLP

21 By: 

Daniel J. McCarthy

22 Attorneys for Debtor in Possession and Plaintiff
23 MARION KNIGHT, JR., and Proposed Special
24 Counsel for Plaintiff R. TODD NEILSON,
25 CHAPTER 11 TRUSTEE FOR DEATH ROW
26 RECORDS, INC.
27
28

ATTORNEYS AT LAW
ONE CALIFORNIA STREET, FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 15 of 16

PROOF OF SERVICE

I, Cindy Cripe, declare:

I am employed by the law firm of DANNING, GILL, DIAMOND & KOLLITZ, LLP, in the County of Los Angeles, State of California. I am employed in the office of a member of the bar of this court at whose direction the service was made. I am over the age of 18 years and am not a party to the within action. My business address is 2029 Century Park East, Third Floor, Los Angeles, California 90067-2904.

On May 2, 2008, I served the following document(s): **NOTICE OF MOTION AND CHAPTER 11 TRUSTEE'S MOTION FOR APPROVAL OF SETTLEMENT WITH LYDIA HARRIS, MICHAEL HARRIS, CONQUEST MEDIA GROUP, LLC, AND HELEN FRAZER AS THE CHAPTER 7 TRUSTEE FOR THE ESTATE OF LYDIA HARRIS; AND MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION OF RICHARD K. DIAMOND, AND REQUEST FOR JUDICIAL NOTICE IN SUPPORT THEREOF** on the interested parties addressed as follows:

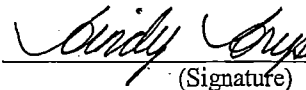
SEE ATTACHED LIST

(By Mail) I placed the document for collection and deposit in the mail. I am familiar with this firm's practice for the collection and processing of correspondence for mailing. Under that practice, the document would be placed in a sealed envelope and deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at 2029 Century Park East, Third Floor, Los Angeles, California 90067-2904, in the ordinary course of business. The documents served were placed in sealed envelopes and placed for collection and mailing following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct.

Executed on May 2, 2008, at Los Angeles, California.

Cindy Cripe
(Type or print name)


(Signature)

Case 2:06-bk-11187-VZ Doc 524-3 Filed 05/02/08 Entered 05/02/08 15:56:55 Desc
Exhibit Page 16 of 16

SERVICE LIST

1		
2	<u>United States Trustee</u>	<u>Attorneys For Official Committee Of</u>
3	Alvin Mar	<u>Unsecured Creditors</u>
4	Office of the U.S. Trustee	Debra Grassgreen, Esq.
5	725 South Figueroa Street	Pachulski, Stang, Ziehl & Young LLP
6	Suite 2600	150 California Street, 15th Floor
7	Los Angeles, CA 90017	San Francisco, CA 94111-4500
8	<u>Debtor Marion Knight, Jr.</u>	<u>Attorneys For Lydia Harris</u>
9	Marion Knight, Jr.	Sharon Z. Weiss, Esq.
10	P. O. Box 77622	Weinstein, Weiss & Ordubegian LLP
11	Corona, CA 92877	1925 Century Park East, Suite 1150
12		Los Angeles, CA 90067-2712
13	<u>Attorneys For Debtor</u>	<u>Attorneys For Creditor Michael Ray</u>
14	Daniel J. McCarthy, Esq.	<u>Harris</u>
15	Hill, Farrer & Burrill LLP	Steven M. Goldberg, Esq.
16	One California Plaza, 37th Floor	Russ August & Kabat
17	300 South Grand Avenue	12424 Wilshire Boulevard, 12th Floor
18	Los Angeles, CA 90071-0460	Los Angeles, CA 90025
19	<u>Attorneys For R. Todd Neilson,</u>	<u>Attorneys For Conquest Media</u>
20	<u>Ch. 11 Trustee</u>	Peter Gurfein, Esq.
21	Ashleigh Danker, Esq.	Akin Gump Strauss Hauer & Feld LLP
22	Kaye Scholer LLP	2029 Century Park East, Suite 2400
23	1999 Avenue Of The Stars #1700	Los Angeles, CA 90067-3012
24	Los Angeles, CA 90067-6048	<u>Attorneys For Helen Ryan Frazer,</u>
25		<u>Chapter 7 Trustee For Lydia Harris</u>
26		Patrick K. McClellan, Esq.
27		Law Offices Of Patrick K. McClellan
28		2600 Michelson Drive, Suite 700
		Irvine, CA 92612

EXHIBIT 11B

EXHIBIT 11B

Case 2:06-bk-11187-VZ Doc 544 Filed 05/30/08 Entered 05/30/08 08:23:26 Desc
Main Document Page 1 of 8

FILED & ENTERED

MAY 30 2008

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY speters DEPUTY CLERK

1 ERIC P. ISRAEL (State Bar No. 132426)
2 UZZI O. RAANAN (State Bar No. 162747)
3 JOHN N. TEDFORD, IV (State Bar No. 205537)
4 DANNING, GILL, DIAMOND & KOLLITZ, LLP
5 2029 Century Park East, Third Floor
6 Los Angeles, California 90067-2904
7 Telephone: (310) 277-0077
8 Facsimile: (310) 277-5735

9 Attorneys for Richard K. Diamond, Chapter 11 Trustee

10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 LOS ANGELES DIVISION

13 In re

14 MARION KNIGHT, JR.,

15 Debtor.

) Case No. 2:06-11187-VZ

) Chapter 11

) ORDER GRANTING CHAPTER 11
) TRUSTEE'S MOTION FOR APPROVAL
) OF SETTLEMENT WITH LYDIA
) HARRIS, MICHAEL HARRIS,
) CONQUEST MEDIA GROUP, LLC, AND
) HELEN FRAZER AS THE CHAPTER 7
) TRUSTEE FOR THE ESTATE OF
) LYDIA HARRIS (DOCKET ENTRY
) NO. 524)

) Date: May 27, 2008

) Time: 11:00 a.m.

) Place: Courtroom 1368

) 255 E. Temple St.

) Los Angeles, CA

16 On May 27, 2008, at 11:00 a.m., the Court heard and considered the Chapter 11 Trustee's
17 Motion for Approval of Settlement with Lydia Harris, Michael Harris, Conquest Media Group,
18 LLC, and Helen Frazer as the Chapter 7 Trustee for the Estate of Lydia Harris (the "Motion")
19 (docket entry no. 524) filed by Richard K. Diamond, the Chapter 11 trustee (the "Knight Trustee")
20 for the estate of Marion Knight, Jr. ("Knight"), the Honorable Vincent P. Zurzolo, United States
21 Bankruptcy Judge, presiding.

Case 2:06-bk-11187-VZ Doc 544 Filed 05/30/08 Entered 05/30/08 08:23:26 Desc
Main Document Page 2 of 8

1 The Court having considered the Motion and all papers filed in support thereof, and in
2 adversary proceeding number 2-06-01660-VZ (the "Subject Adversary Proceeding"), having noted
3 that no oppositions were filed thereto, having found that notice of the hearing and the Motion was
4 adequate and proper, having excused the need for appearances by the parties at the hearing, good
5 cause appearing, it is

6 **IT IS ORDERED THAT:**

7 1. The Motion is granted in its entirety.

8 2. The Knight Trustee is authorized to enter into the proposed settlement agreement
9 (the "Settlement Agreement") between the Knight Trustee and R. Todd Neilson, the Chapter 11
10 trustee (the "DRR Trustee") for the estate of Death Row Records, Inc. ("Death Row"), on the one
11 hand, and Lydia Harris, Michael Harris, Conquest Media Group, LLC ("Conquest"), and Helen
12 Frazer, as the Chapter 7 trustee (the "Harris Trustee") for the estate of Lydia Harris, on the other
13 hand, which settlement is hereby approved, and a copy of which was attached as Exhibit "I" to the
14 Declaration of Richard K. Diamond appended to the Motion.

15 3. The proof of claim filed by Michael Harris on or about May 4, 2006, which proof of
16 claim was assigned claim number 3 by the Clerk of the Court, and the proof of claim filed by Lydia
17 Harris on or about October 19, 2006, which proof of claim was assigned claim number 16 by the
18 Clerk of the Court, are collectively allowed as general unsecured claims in the amount of \$30
19 million (collectively the "Harris Allowed Claim") and subordinated claims in the amount of \$15
20 million (collectively the "Harris Subordinated Claim"). Any claim of Lydia Harris, Michael
21 Harris, and Conquest (collectively "Conquest/Harris") in excess of the Harris Allowed Claim and
22 the Harris Subordinated Claim is disallowed in its entirety.

23 4. Total distributions on account of the Harris Allowed Claim from the estate in this
24 case (the "Knight Estate") and the estate in the case of *In re Death Row Records, Inc.*, Bankr. Case
25 No. 2-06-11205-VZ (the "Death Row Estate"), shall be made as follows:

26 a. The Harris Allowed Claim (Phase 1) shall share *pari passu* with all other
27 allowed general unsecured claims, to the extent of the first \$10 million of distributions to holders of
28 all general unsecured claims (the "Phase 1 Unsecured Claim Distributions"), provided, however,

Case 2:06-bk-11187-VZ Doc 544 Filed 05/30/08 Entered 05/30/08 08:23:26 Desc
Main Document Page 3 of 8

1 that in no event shall distributions on account of the Harris Allowed Claim (Phase 1) exceed 50%
2 of the Phase 1 Unsecured Claim Distributions, and provided further that notwithstanding anything
3 to the contrary herein or in the Settlement Agreement, distributions on account of the Harris
4 Allowed Claim (Phase 1) will not exceed \$3.5 million.

5 b. To the extent of distributions to general unsecured claims in excess of \$10
6 million up to \$20 million (the "Phase 2 Unsecured Claim Distributions"), the Harris Allowed
7 Claim (Phase 2) shall share pari passu with all other allowed general unsecured claims (reduced, in
8 each case, by the amount of distributions received on account of the Phase 1 Unsecured Claim
9 Distributions), provided, however, that in no event shall distributions on account of the Harris
10 Allowed Claim (Phase 2) exceed 50% of the Phase 2 Unsecured Claim Distributions, and provided
11 further that notwithstanding anything to the contrary herein or in the Settlement Agreement, until
12 all other general unsecured claims have been paid in full, not including surplus interest, the
13 distribution on account of the Harris Allowed Claim (Phase 2) will not exceed \$2 million in
14 addition to the distribution applicable to the Harris Allowed Claim (Phase 1).

15 c. To the extent of distributions to general unsecured claims in excess of \$20
16 million (the "Phase 3 Unsecured Claim Distributions"), the Harris Allowed Claim (Phase 3) shall
17 share distributions pari passu with all other allowed general unsecured claims (reduced, in each
18 case, by the amount of distributions received on account of the Phase 1 Unsecured Claim
19 Distributions and the Phase 2 Unsecured Claim Distributions), provided, however, that in no event
20 shall distributions on account of the Harris Allowed Claim (Phase 3) exceed 50% of the Phase 3
21 Unsecured Claim Distributions. When all other allowed general unsecured claims have been paid
22 in full, not including prepetition or postpetition interest, the Harris Allowed Claim (Phase 3) shall
23 receive 100% (or shall share pari passu in the event of other similarly negotiated claims) of the
24 remaining Phase 3 Unsecured Claim Distributions until the Harris Allowed Claim is paid in full
25 (exclusive of surplus interest).

26 5. The Harris Subordinated Claim shall be paid pursuant to the priority afforded by 11
27 U.S.C. § 726(a)(4).
28

Case 2:06-bk-11187-VZ Doc 544 Filed 05/30/08 Entered 05/30/08 08:23:26 Desc
Main Document Page 4 of 8

1 6. Any distributions from the Knight Estate and the Death Row Estate (collectively the
2 "Estates") due the firm of Wasserman, Comden & Castleman, LLP (the "Wasserman Firm"), or
3 Mark Friedman and any other person or entity whose claim is based upon, derivative of or
4 measured by the judgment entered by the Los Angeles Superior Court against Knight and Death
5 Row in case no. BC268857 (collectively "Friedman"), shall be credited against the amounts due
6 Conquest/Harris pursuant to this order and the Settlement Agreement.

7 7. If there are any judgment or other liens on property of the Knight Estate in favor of
8 Conquest/Harris, the Harris Trustee, the Wasserman Firm, or Friedman, or any of their successors
9 or assignees, such liens are deemed avoided and preserved for the benefit of the Knight Estate.

10 8. The Knight Trustee is authorized to dismiss the Subject Adversary Proceeding with
11 prejudice.

12 9. The Knight Trustee is authorized to take such further actions and execute such
13 documents as he believes to be required in order to implement the terms of the settlement
14 agreement approved hereby.

15 #####

16

17

18

19

20

21

22

23

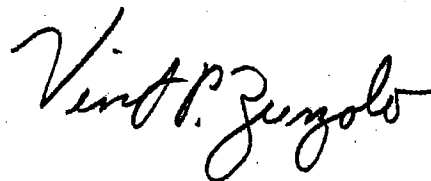
24

25

26 DATED: May 30, 2008

27

28



United States Bankruptcy Judge

Case 2:06-bk-11187-VZ Doc 544 Filed 05/30/08 Entered 05/30/08 08:23:26 Desc
Main Document Page 5 of 8

PROOF OF SERVICE

I, Cindy Cripe, declare:

I am employed by the law firm of DANNING, GILL, DIAMOND & KOLLITZ, LLP, in the County of Los Angeles, State of California. I am employed in the office of a member of the bar of this court at whose direction the service was made. I am over the age of 18 years and am not a party to the within action. My business address is 2029 Century Park East, Third Floor, Los Angeles, California 90067-2904.

On May 27, 2008, I served the following document(s): **ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION FOR APPROVAL OF SETTLEMENT WITH LYDIA HARRIS, MICHAEL HARRIS, CONQUEST MEDIA GROUP, LLC, AND HELEN FRAZER AS THE CHAPTER 7 TRUSTEE FOR THE ESTATE OF LYDIA HARRIS (DOCKET ENTRY NO. 524)** on the interested parties addressed as follows:

SEE ATTACHED LIST

(By Mail) I placed the document for collection and deposit in the mail. I am familiar with this firm's practice for the collection and processing of correspondence for mailing. Under that practice, the document would be placed in a sealed envelope and deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at 2029 Century Park East, Third Floor, Los Angeles, California 90067-2904, in the ordinary course of business. The documents served were placed in sealed envelopes and placed for collection and mailing following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct.

Executed on May 27, 2008, at Los Angeles, California.

Cindy Cripe
(Type or print name)

/s/ Cindy Cripe
(Signature)

Case 2:06-bk-11187-VZ Doc 544 Filed 05/30/08 Entered 05/30/08 08:23:26 Desc
Main Document Page 6 of 8

SERVICE LIST FOR PROPOSED ORDER

United States Trustee

Office of the U.S. Trustee
ATTN: Dare Law
725 S. Figueroa St., Suite 2600
Los Angeles, CA 90017

Debtor

Marion Knight, Jr.
P. O. Box 77622
Corona, CA 92877

Attorneys For Debtor

Daniel J. McCarthy, Esq.
Hill, Farrer & Burrill LLP
One California Plaza, 37th Floor
300 South Grand Avenue
Los Angeles, CA 90071-0460

Attorneys For R. Todd Neilson,

Ch. 11 Trustee

Ashleigh Danker, Esq.
Kaye Scholer LLP
1999 Avenue Of The Stars #1700
Los Angeles, CA 90067-6048

**Attorneys For Official Committee Of
Unsecured Creditors**

Debra Grassgreen, Esq.
Pachulski, Stang, Ziehl & Young LLP
150 California Street, 15th Floor
San Francisco, CA 94111-4500

Attorneys For Lydia Harris

Sharon Z. Weiss, Esq.
Weinstein, Weiss & Ordubegian LLP
1925 Century Park East, Suite 1150
Los Angeles, CA 90067-2712

**Attorneys For Creditor Michael Ray
Harris**

Steven M. Goldberg, Esq.
Russ August & Kabat
12424 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90025

Attorneys For Conquest Media

Peter Gurfein, Esq.
Akin Gump Strauss Hauer & Feld LLP
2029 Century Park East, Suite 2400
Los Angeles, CA 90067-3012

Attorneys For Helen Ryan Frazer,

Chapter 7 Trustee For Lydia Harris

Patrick K. McClellan, Esq.
Law Offices Of Patrick K. McClellan
2600 Michelson Drive, Suite 700
Irvine, CA 92612

SERVICE LIST FOR ENTERED ORDER

	SERVED ELECTRONICALLY	SERVED BY U.S. MAIL
3		
4	<u>United States Trustee</u> Office of the U.S. Trustee 725 S. Figueroa St., Suite 2600 Los Angeles, CA 90017 <i>ustpregion16.la.ecf@usdoj.gov</i>	<u>Attorneys For Michael Ray Harris</u> Steven M. Goldberg, Esq. Russ August & Kabat 12424 Wilshire Boulevard, 12th Floor Los Angeles, CA 90025
7	<u>Attorneys For Debtor</u> Daniel J. McCarthy, Esq. Hill, Farrer & Burrill LLP One California Plaza, 37th Floor 300 South Grand Avenue Los Angeles, CA 90071-0460 <i>dmccarthy@hillfarrer.com</i>	<u>Attorneys For Helen Ryan Frazer, Chapter 7 Trustee For Lydia Harris</u> Patrick K. McClellan, Esq. Law Offices Of Patrick K. McClellan 2600 Michelson Drive, Suite 700 Irvine, CA 92612
11	<u>Chapter 11 Trustee</u> Richard K. Diamond Danning, Gill, Diamond & Kollitz, LLP 2029 Century Park East, Third Floor Los Angeles, CA 90067 <i>rdiamond@ecf.epiqsystems.com</i> <i>smokoena@dgdgk.com</i>	
15	<u>Attorneys for Chapter 11 Trustee</u> John N. Tedford, IV, Esq. Danning, Gill, Diamond & Kollitz, LLP 2029 Century Park East, Third Floor Los Angeles, CA 90067 <i>jtford@dgdgk.com</i>	
19	<u>Attorneys For R. Todd Neilson, Chapter 11 Trustee for Death Row Records, Inc.</u> Ashleigh Danker, Esq. Kaye Scholer LLP 1999 Avenue Of The Stars #1700 Los Angeles, CA 90067-6048 <i>adanker@kayescholer.com</i>	
23	<u>Attorneys For Official Committee Of Unsecured Creditors</u> Debra Grassgreen, Esq. Pachulski, Stang, Ziehl & Young LLP 150 California Street, 15th Floor San Francisco, CA 94111-4500 <i>dgrassgreen@pszyjw.com</i>	

Case 2:06-bk-11187-VZ Doc 544 Filed 05/30/08 Entered 05/30/08 08:23:26 Desc
Main Document Page 8 of 8

1	SERVED ELECTRONICALLY	SERVED BY U.S. MAIL
2	<u>Attorneys For Lydia Harris</u>	
3	Sharon Z. Weiss, Esq.	
4	Weinstein, Weiss & Ordubegian LLP	
5	1925 Century Park East, Suite 1150	
6	Los Angeles, CA 90067-2712	
7	<i>sweiss@wwolawyers.com</i>	
8	<u>Attorneys For Conquest Media</u>	
9	Peter Gurfein, Esq.	
10	Akin Gump Strauss Hauer & Feld LLP	
11	2029 Century Park East, Suite 2400	
12	Los Angeles, CA 90067-3012	
13	<i>pgurfein@akingump.com</i>	
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

324335.01 [XP] 0611187A